57, and cases there cited. This case held, (CULLEN, C. J. dissenting,) that a carrier having possession of a wild animal for transportation is not within the rule that the keeper of such an animal is liable for injuries caused by it irrespective of negligence on his part. See 21 HARV. L. REV. 441; 8 COL. L. REV. 223 and cases there cited. Upon its own peculiar facts that decision was undoubtedly correct, but as in the principal case the defendant brought the wild animals to the theater for his own purposes and then invited the general public to visit the premises the defendant is brought within the rule which fixes upon one who harbors a wild animal an absolute liability for injuries suffered as a result of his own acts. For a criticism of the general rule see, COOLEY, TORTS, (3rd ed.), § 706. For a full discussion of the question see note on page 287 of 97 Am. St. Reps., also note 11 L. R. A. (N. S.) 748, and article by T. BEVEN, in 22 HARV. L. REV. 465-491.

TRUSTS—EFFECT OF DEPOSITS IN TRUST.—A. B. opened an account in a Savings Bank in his own name "in trust for C. D., sister." C. D. was not notified that she had been made cestui que trust of the deposit. A. B. died in the lifetime of C. D. without withdrawing the deposit. *Held*, at death of A. B. a trust in the deposit became absolute, and C. D. was entitled thereto. *Fiocchi* v. *Smith* (N. J. Eq. 1916), 97 Atl. 283.

The decisions on the question here involved may be classified into three groups. By the weight of authority the facts given would effect an irrevocable trust. *Sayre* v. *Weil*, 94 Ala. 466, 10 So. 546; *Booth* v. *Oakland Savings Bank*, 122 Calif. 19; *Harris Banking Co.* v. *Miller*, 190 Mo. 640; *Milholland* v. *Whalen*, 89 Md. 212; *Martin* v. *Funk*, 75 N. Y. 34; *Scott* v. *Harbeck*, 49 N. Y. 292; *Merigan* v. *McGonigle*, 205 Pa. St. 321; *Robinson* v. *Appleby*, 173 N. Y. 626, 66 N. E. 1115; *Robinson* v. *McCarthy*, 54 App. Div. 103, 66 N. Y. Supp. 327. The principal case is typical of the second group in which it is held that the trust is tentative, and revocable. *Latton* v. *Van Ness*, 184 N. Y. 601, 77 N. E. 1190; *Cunningham* v. *Davenport*, 147 N. Y. 43, 41 N. E. 412; *In re Totten*, 179 N. Y. 112, 71 N. E. 748, 3 MICH. L. REV. 70, but see *Mathias* v. *Fowler*, 124 Md. 655, 93 Atl. 298; *Citizens National Bank* v. *McKenna*, 168 Mo. App. 254, 153 S. W. 521. In these cases it is usually held that the trust becomes irrevocable by notice to the cestui, or by the death of the depositor. The doctrine of a tentative trust seems to rest on policy rather than logic. In the third group are found decisions which deny the existence of any trust on the facts of the principal case. *Clark* v. *Clark*, 108 Mass. 522; *Stone* v. *Bishop*, 23 Fed. Cases No. 13482; *Jewett* v. *Shattuck*, 124 Mass. 590; *Brabrook* v. *Five Cent Saving Bank*, 104 Mass. 228; *Marcy* v. *Amazean*, 61 N. H. 131, 60 Am. Rep. 320.

WILLS—WITNESSES SIGNING BEFORE TESTATOR.—The deceased, before he signed his will, requested J to witness it as his will, and J signed his name to the paper. Thereafter deceased took the paper to R, who witnessed it, and deceased, in the presence of R, subscribed his name to the document, but this subscription was never acknowledged to J nor did J ever see the paper with the deceased's name attached thereto. *Held*: Under KENTUCKY